

RETAINER AGREEMENT AND AUTHORITY TO REPRESENT

THIS AGREEMENT was made on _____, 20__ between REGILUCIA C SMITH, ESQ. (Attorney) and _____ (Client).

1. **Scope and Duties of Representation.** Client retains Attorney and Attorney agrees to represent Client in the following matter(s): _____.

2. **Attorney Fees.** In consideration of the Attorney's services, advice, and counsel in the above matter(s), the Client agrees to pay the Attorney a non-refundable flat fee of \$ _____ as follows:
\$ _____ upon signing this Agreement; and the balance of \$ _____ as follows: _____.

The Client specifically acknowledges that this representation and the base fee set forth above will only extend to the above services, applications on those benefits, and that the attorneys services will include representation, counsel and advise up to the point that a decision is made by USCIS or the U.S. Department of State on the above applications, and that it will **not** include other applications, re-filed applications, renewal applications (such as work permits), motions to reopen or reconsider, appeals, or attendance at rescheduled or continued interviews or proceedings, and/or consultations regarding other immigration or legal matters, and that the attorney reserves the right to charge additional fees - with notice to the client.

3. **Filing Fee and Expenses.**
 - (a) In addition to the attorney's fees set forth above, the Client agrees to pay all costs associated with the legal representation to be provided under this Agreement, including **all filing fees** associated with the processing of the above applications for immigration

benefits. The Attorney estimates that the filing fees in this case will be \$ _____ (if change of status in the U.S.) or \$ _____ (approximate fee for E-2 application and interview at U.S. consulate abroad). In the event that these fees are increased or that the Client needs to file additional forms, the Client agrees to pay all additional filing fees. In addition, the Client agrees to pay or reimburse the Attorney for any expenses incurred in the case that are more than \$10.00, including but not limited to fees for couriers, overnight mailing (FedEx), overseas calls, Translator or Interpreters services, investigation expenses, bulk or color photocopying (\$0.25 per page) and other reproduction costs

(b) **Out of town travel.** Client agrees to pay transportation, meals, lodging, and all other costs of any necessary out-of-town travel by Attorney's personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling.

(c) **Outside Attorneys and Professionals.** To aid in the representation in Client's matter, it may become necessary to hire other attorneys, accountants, consultants, investigators or other professionals (collectively "Professionals"). Client agrees to pay such fees and charges. Attorney will select any such Professionals to be hired, and Client will be informed of persons chosen and their charges.

4. **Responsibility of the Attorney and Client.**

The Attorney agrees to use due diligence and to devote his time, attention, and best efforts in representing the Client in this matter in order to accomplish the goals of the representation under the laws, as set forth above. However, the Client acknowledges that the Attorney has given no assurances or guarantees regarding the outcome of this matter. Client understands that the Attorney may delegate to other attorneys some of the Attorney services to be provided the Client under this agreement. Attorney will keep the Client informed of progress and developments in the case and agrees to return or respond to Client's phone calls, e-mails, or written correspondence as promptly as possible under the circumstances.

The Client agrees to reasonably cooperate with the Attorney at all times during the representation, and to provide Attorney with truthful and accurate information and documents in connection with the case. The Client understands that it is his/her sole

responsibility to provide the Attorney with documents and evidence which established his/her entitlement to the immigration benefit sought. Client further agrees to make him/herself available for appointments, interviews, and/or court appearances, whenever necessary, and to provide the Attorney with any and all items and information as soon as possible, after the Attorney makes a request for same. **The Client also agrees to keep the Attorney informed of future events or changes in personal circumstances which relate to the case and/or the immigration benefit which the Attorney is processing for the Client, including but not limited to: marital status; paternity/maternity; the death or passing of any relative which is listed in any forms prepared or filed by the Attorney; the status of other petitions for U.S. immigration benefits which relate to the client; arrests; criminal or civil court cases or dispositions; and proceedings before any local, state or U.S. federal agency. The Client also agrees that he or she will NOT travel to or leave the United States during the term of this Agreement without first notifying the Attorney in writing of the Client's intention to travel or depart, including the dates, destination, and purpose of travel, as such trips to or outside of the U.S. may interfere with the case or make the Client ineligible for the immigration benefits which the Attorney is attempting to obtain for the Client. The Client agrees to immediately inform the Attorney of any changes of address or contact numbers.**

THE CLIENT FURTHER ACKNOWLEDGES that he or she understands that all information disclosed to the Attorney and provided to the U.S. government must be complete, truthful, and accurate; that applications filed with the U.S. government will be made under penalty of perjury; that information provided by the client in the applications may be verified by the U.S. government; and that any misrepresentations or omissions could result in rejection or denial of the applications, being permanently barred from obtaining U.S. immigration benefits in the future, criminal or civil prosecution, fines and penalties, and/or deportation from the U.S.

THE CLIENT ALSO ACKNOWLEDGES that the Attorney may charge additional fees at the rate of **\$250.00 per hour** - with notice to the client - in the event that the Attorney is required to perform additional work or render additional services IF or in the event of: (a) changed circumstances, not caused by the Attorney (b) the facts are not as represented by the client; (c) a change in the law or enforcement of the law which renders the client

ineligible for the contemplated immigration benefit set forth above or otherwise requires a change in strategy or processing; (d) the services were not contemplated by the parties at the time this agreement was made; or (e) there was a reasonable misunderstanding or mutual mistake between the Attorney and Client with regards to the nature and extent of the services requested or required by the Client under this Agreement.

5. **Effective Date of Agreement, Modification & Termination.** This agreement will be effective and Attorney representation will begin only after the Client and the Attorney have both signed this Agreement and the Client pays the deposit set forth above. Any modification of the Agreement must be in writing and signed by Client and Attorney. This agreement may be terminated by the Client at any time. This agreement may be terminated by the Attorney as permitted or required by law. In the event of termination, the Client shall pay to the Attorney any fees earned or expenses incurred.

Client acknowledges that Client has fully read and understood this Agreement. By signing this Agreement, Client hereby agrees to the terms and conditions set forth herein.

Client Contact Information

Client Name: _____

Client Day Time Phone Number: _____

Client Home Phone Number: _____

Client Address: _____

Client Email Address: _____

Client Signature: _____ Date: _____

Attorney Signature: _____ Date: _____

Mail-in Payment

Please make your check payable to “*Regilucia Smith, Attorney at Law*” and mail it with a copy of this signed Agreement to: **Reggie Smith, Esq., PO Box 420188, Summerland Key, FL 33042-0188.**